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UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA

DARREN WILLIAMS, an individual,

Plaintiff,

v.

IHS MARKIT LTD., a Bermuda
exempted company, IHS GLOBAL,
INC., a Delaware company, and DOES 1
through 50, inclusive,

Defendants.

Case No. 8:18-CV-02064-JLS-ADS

[Assigned to District Judge L.
Josephine Staton and Magistrate Judge
Autumn Spaeth]

Date: February 15, 2019
Time: 10:30 a.m.

**STIPULATED PROTECTIVE
ORDER¹**

1. A. PURPOSES AND LIMITATIONS

Discovery in this action is likely to involve production of confidential,
proprietary or private information for which special protection from public

¹ This Stipulated Protective Order is based substantially on the model protective
order provided under Magistrate Judge Alexander F. MacKinnon's Procedures.

1 disclosure and from use for any purpose other than prosecuting this litigation may
2 be warranted. Accordingly, the parties hereby stipulate to and petition the Court to
3 enter the following Stipulated Protective Order. The parties acknowledge that this
4 Order does not confer blanket protections on all disclosures or responses to
5 discovery and that the protection it affords from public disclosure and use extends
6 only to the limited information or items that are entitled to confidential treatment
7 under the applicable legal principles.

8 B. GOOD CAUSE STATEMENT

9 This action is likely to involve trade secrets, customer and pricing lists and
10 other valuable research, development, commercial, financial, technical and/or
11 proprietary information for which special protection from public disclosure and
12 from use for any purpose other than prosecution of this action is warranted. Such
13 confidential and proprietary materials and information consist of, among other
14 things, confidential business or financial information, information regarding
15 confidential business practices, or other confidential research, development, or
16 commercial information (including information implicating privacy rights of third
17 parties), information otherwise generally unavailable to the public, or which may
18 be privileged or otherwise protected from disclosure under state or federal
19 statutes, court rules, case decisions, or common law. Accordingly, to expedite the
20 flow of information, to facilitate the prompt resolution of disputes over
21 confidentiality of discovery materials, to adequately protect information the
22 parties are entitled to keep confidential, to ensure that the parties are permitted
23 reasonable necessary uses of such material in preparation for and in the conduct of
24 trial, to address their handling at the end of the litigation, and serve the ends of
25 justice, a protective order for such information is justified in this matter. It is the
26 intent of the parties that information will not be designated as confidential for
27 tactical reasons and that nothing be so designated without a good faith belief that
28

1 it has been maintained in a confidential, non-public manner, and there is good
2 cause why it should not be part of the public record of this case.

3 C. ACKNOWLEDGMENT OF PROCEDURE FOR FILING UNDER
4 SEAL

5 The parties further acknowledge, as set forth in Section 12.3, below, that
6 this Stipulated Protective Order does not entitle them to file confidential
7 information under seal; Local Civil Rule 79-5 sets forth the procedures that must
8 be followed and the standards that will be applied when a party seeks permission
9 from the court to file material under seal. There is a strong presumption that the
10 public has a right of access to judicial proceedings and records in civil cases. In
11 connection with non-dispositive motions, good cause must be shown to support a
12 filing under seal. *See Kamakana v. City and County of Honolulu*, 447 F.3d 1172,
13 1176 (9th Cir. 2006), *Phillips v. Gen. Motors Corp.*, 307 F.3d 1206, 1210-11 (9th
14 Cir. 2002), *Makar-Welbon v. Sony Electronics, Inc.*, 187 F.R.D. 576, 577 (E.D. Wis.
15 1999) (even stipulated protective orders require good cause showing), and a
16 specific showing of good cause or compelling reasons with proper evidentiary
17 support and legal justification, must be made with respect to Protected Material
18 that a party seeks to file under seal. The parties' mere designation of Disclosure or
19 Discovery Material as CONFIDENTIAL does not— without the submission of
20 competent evidence by declaration, establishing that the material sought to be
21 filed under seal qualifies as confidential, privileged, or otherwise protectable—
22 constitute good cause. Further, if a party requests sealing related to a dispositive
23 motion or trial, then compelling reasons, not only good cause, for the sealing must
24 be shown, and the relief sought shall be narrowly tailored to serve the specific
25 interest to be protected. *See Pintos v. Pacific Creditors Ass'n.*, 605 F.3d 665, 677-
26 79 (9th Cir. 2010). For each item or type of information, document, or thing
27 sought to be filed or introduced under seal in connection with a dispositive motion
28 or trial, the party seeking protection must articulate compelling reasons, supported

1 by specific facts and legal justification, for the requested sealing order. Again,
2 competent evidence supporting the application to file documents under seal must
3 be provided by declaration. Any document that is not confidential, privileged, or
4 otherwise protectable in its entirety will not be filed under seal if the confidential
5 portions can be redacted. If documents can be redacted, then a redacted version
6 for public viewing, omitting only the confidential, privileged, or otherwise
7 protectable portions of the document, shall be filed. Any application that seeks to
8 file documents under seal in their entirety should include an explanation of why
9 redaction is not feasible.

10 2. DEFINITIONS

11 2.1 Action: this pending federal lawsuit.

12 2.2 Challenging Party: a Party or Non-Party that challenges the
13 designation of information or items under this Order.

14 2.3 “CONFIDENTIAL” Information or Items: information (regardless of
15 how it is generated, stored or maintained) or tangible things that qualify for
16 protection under Federal Rule of Civil Procedure 26(c), and as specified above in
17 the Good Cause Statement.

18 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as
19 their support staff).

20 2.5 Designating Party: a Party or Non-Party that designates information
21 or items that it produces in disclosures or in responses to discovery as
22 “CONFIDENTIAL.”

23 2.6 Disclosure or Discovery Material: all items or information, regardless
24 of the medium or manner in which it is generated, stored, or maintained
25 (including, among other things, testimony, transcripts, and tangible things), that
26 are produced or generated in disclosures or responses to discovery in this matter.

1 2.7 Expert: a person with specialized knowledge or experience in a
2 matter pertinent to the litigation who has been retained by a Party or its counsel to
3 serve as an expert witness or as a consultant in this Action.

4 2.8 House Counsel: attorneys who are employees of a party to this
5 Action or of its subsidiaries or affiliates. House Counsel does not include Outside
6 Counsel of Record or any other outside counsel.

7 2.9 Non-Party: any natural person, partnership, corporation, association
8 or other legal entity not named as a Party to this action, other than subsidiaries or
9 affiliates of any partnership, corporation, association or other legal entity.

10 2.10 Outside Counsel of Record: attorneys who are not employees of a
11 party to this Action but are retained to represent or advise a party to this Action
12 and have appeared in this Action on behalf of that party or are affiliated with a law
13 firm that has appeared on behalf of that party, and includes support staff.

14 2.11 Party: any party to this Action, including all of its subsidiaries,
15 affiliates, officers, directors, employees, consultants, retained experts, and Outside
16 Counsel of Record (and their support staffs).

17 2.12 Producing Party: a Party or Non-Party that produces Disclosure or
18 Discovery Material in this Action.

19 2.13 Professional Vendors: persons or entities that provide litigation
20 support services (e.g., photocopying, videotaping, translating, preparing exhibits
21 or demonstrations, and organizing, storing, or retrieving data in any form or
22 medium) and their employees and subcontractors.

23 2.14 Protected Material: any Disclosure or Discovery Material that is
24 designated as “CONFIDENTIAL.”

25 2.15 Receiving Party: a Party that receives Disclosure or Discovery
26 Material from a Producing Party.

27 3. SCOPE

28 The protections conferred by this Stipulation and Order cover not only

Protected Material (as defined above), but also (1) any information copied or extracted from Protected Material; (2) all copies, excerpts, summaries, or compilations of Protected Material; and (3) any testimony, conversations, or presentations by Parties or their Counsel that might reveal Protected Material. Any use of Protected Material at trial shall be governed by the orders of the Trial judge. This Order does not govern the use of Protected Material at trial.

4. DURATION

Once a case proceeds to trial, information that was designated as CONFIDENTIAL or maintained pursuant to this protective order used or introduced as an exhibit at trial becomes public and will be presumptively available to all members of the public, including the press, unless compelling reasons supported by specific factual findings to proceed otherwise are made to the trial judge in advance of the trial. *See Kamakana*, 447 F.3d at 1180-81 (distinguishing “good cause” showing for sealing documents produced in discovery from “compelling reasons” standard when merits-related documents are part of court record). Accordingly, the terms of this protective order do not extend beyond the commencement of the trial.

5. DESIGNATING PROTECTED MATERIAL

5.1 Exercise of Restraint and Care in Designating Material for Protection. Each Party or Non-Party that designates information or items for protection under this Order must take care to limit any such designation to specific material that qualifies under the appropriate standards. The Designating Party must designate for protection only those parts of material, documents, items or oral or written communications that qualify so that other portions of the material, documents, items or communications for which protection is not warranted are not swept unjustifiably within the ambit of this Order.

Mass, indiscriminate or routinized designations are prohibited. Designations that are shown to be clearly unjustified or that have been made for an improper

1 purpose (e.g., to unnecessarily encumber the case development process or to impose
2 unnecessary expenses and burdens on other parties) may expose the Designating
3 Party to sanctions.

4 If it comes to a Designating Party's attention that information or items that
5 it designated for protection do not qualify for protection, that Designating Party
6 must promptly notify all other Parties that it is withdrawing the inapplicable
7 designation.

8 5.2 Manner and Timing of Designations. Except as otherwise provided
9 in this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise
10 stipulated or ordered, Disclosure or Discovery Material that qualifies for
11 protection under this Order must be clearly so designated before the material is
12 disclosed or produced.

13 Designation in conformity with this Order requires:

14 (a) for information in documentary form (e.g., paper or electronic
15 documents, but excluding transcripts of depositions or other pretrial or trial
16 proceedings), that the Producing Party affix at a minimum, the legend
17 "CONFIDENTIAL" (hereinafter "CONFIDENTIAL legend"), to each page that
18 contains protected material. If only a portion of the material on a page qualifies
19 for protection, the Producing Party also must clearly identify the protected
20 portion(s) (e.g., by making appropriate markings in the margins).

21 A Party or Non-Party that makes original documents available for
22 inspection need not designate them for protection until after the inspecting Party
23 has indicated which documents it would like copied and produced. During the
24 inspection and before the designation, all of the material made available for
25 inspection shall be deemed "CONFIDENTIAL." After the inspecting Party has
26 identified the documents it wants copied and produced, the Producing Party must
27 determine which documents, or portions thereof, qualify for protection under this
28 Order. Then, before producing the specified documents, the Producing Party must

1 affix the “CONFIDENTIAL legend” to each page that contains Protected
2 Material. If only a portion of the material on a page qualifies for protection, the
3 Producing Party also must clearly identify the protected portion(s) (e.g., by
4 making appropriate markings in the margins).

5 (b) for testimony given in depositions that the Designating Party
6 identifies the Disclosure or Discovery Material on the record, before the close of
7 the deposition all protected testimony.

8 (c) for information produced in some form other than
9 documentary and for any other tangible items, that the Producing Party affix in a
10 prominent place on the exterior of the container or containers in which the
11 information is stored the legend “CONFIDENTIAL.” If only a portion or portions
12 of the information warrants protection, the Producing Party, to the extent
13 practicable, shall identify the protected portion(s).

14 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
15 failure to designate qualified information or items does not, standing alone, waive
16 the Designating Party’s right to secure protection under this Order for such
17 material. Upon timely correction of a designation, the Receiving Party must make
18 reasonable efforts to assure that the material is treated in accordance with the
19 provisions of this Order.

20 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

21 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
22 designation of confidentiality at any time that is consistent with the Court’s
23 Scheduling Order.

24 6.2 Meet and Confer. The Challenging Party shall initiate the dispute
25 resolution process under Local Rule 37-1 et seq.

26 6.3 Joint Stipulation. Any challenge submitted to the Court shall be via a
27 joint stipulation pursuant to Local Rule 37-2.

1 6.4 The burden of persuasion in any such challenge proceeding shall be
2 on the Designating Party. Frivolous challenges, and those made for an improper
3 purpose (e.g., to harass or impose unnecessary expenses and burdens on other
4 parties) may expose the Challenging Party to sanctions. Unless the Designating
5 Party has waived or withdrawn the confidentiality designation, all parties shall
6 continue to afford the material in question the level of protection to which it is
7 entitled under the Producing Party's designation until the Court rules on the
8 challenge.

9 7. ACCESS TO AND USE OF PROTECTED MATERIAL

10 7.1 Basic Principles. A Receiving Party may use Protected Material that
11 is disclosed or produced by another Party or by a Non-Party in connection with
12 this Action only for prosecuting, defending or attempting to settle this Action.
13 Such Protected Material may be disclosed only to the categories of persons and
14 under the conditions described in this Order. When the Action has been
15 terminated, a Receiving Party must comply with the provisions of section 13
16 below (FINAL DISPOSITION).

17 Protected Material must be stored and maintained by a Receiving Party at a
18 location and in a secure manner that ensures that access is limited to the persons
19 authorized under this Order.

20 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless
21 otherwise ordered by the court or permitted in writing by the Designating Party, a
22 Receiving Party may disclose any information or item designated
23 "CONFIDENTIAL" only to:

24 (a) the Receiving Party's Outside Counsel of Record in this
25 Action, as well as employees of said Outside Counsel of Record to whom it is
26 reasonably necessary to disclose the information for this Action;

1 (b) the officers, directors, and employees (including House
2 Counsel) of the Receiving Party to whom disclosure is reasonably necessary for
3 this Action;

4 (c) Experts (as defined in this Order) of the Receiving Party to
5 whom disclosure is reasonably necessary for this Action and who have signed the
6 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

7 (d) the court and its personnel;

8 (e) court reporters and their staff;

9 (f) professional jury or trial consultants, mock jurors, and
10 Professional Vendors to whom disclosure is reasonably necessary for this Action
11 and who have signed the “Acknowledgment and Agreement to Be Bound”
12 (Exhibit A);

13 (g) the author or recipient of a document containing the
14 information or a custodian or other person who otherwise possessed or knew the
15 information;

16 (h) during their depositions, witnesses, and attorneys for
17 witnesses, in the Action to whom disclosure is reasonably necessary provided: (1)
18 the deposing party requests that the witness sign the form attached as Exhibit 1
19 hereto; and (2) they will not be permitted to keep any confidential information
20 unless they sign the “Acknowledgment and Agreement to Be Bound” (Exhibit A),
21 unless otherwise agreed by the Designating Party or ordered by the court. Pages of
22 transcribed deposition testimony or exhibits to depositions that reveal Protected
23 Material may be separately bound by the court reporter and may not be disclosed
24 to anyone except as permitted under this Stipulated Protective Order; and

25 (i) any mediator or settlement officer, and their supporting
26 personnel, mutually agreed upon by any of the parties engaged in settlement
27 discussions.

1 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED
2 IN OTHER LITIGATION

3 If a Party is served with a subpoena or a court order issued in other
4 litigation that compels disclosure of any information or items designated in this
5 Action as “CONFIDENTIAL,” that Party must:

6 (a) promptly notify in writing the Designating Party. Such
7 notification shall include a copy of the subpoena or court order;

8 (b) promptly notify in writing the party who caused the subpoena
9 or order to issue in the other litigation that some or all of the material covered by
10 the subpoena or order is subject to this Protective Order. Such notification shall
11 include a copy of this Stipulated Protective Order; and

12 (c) cooperate with respect to all reasonable procedures sought to
13 be pursued by the Designating Party whose Protected Material may be affected.
14 If the Designating Party timely seeks a protective order, the Party served with
15 the subpoena or court order shall not produce any information designated in this
16 action as “CONFIDENTIAL” before a determination by the court from which the
17 subpoena or order issued, unless the Party has obtained the Designating Party’s
18 permission. The Designating Party shall bear the burden and expense of seeking
19 protection in that court of its confidential material and nothing in these provisions
20 should be construed as authorizing or encouraging a Receiving Party in this
21 Action to disobey a lawful directive from another court.

22 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE
23 PRODUCED IN THIS LITIGATION

24 (a) The terms of this Order are applicable to information produced
25 by a Non-Party in this Action and designated as “CONFIDENTIAL.” Such
26 information produced by Non-Parties in connection with this litigation is protected
27 by the remedies and relief provided by this Order. Nothing in these provisions
28

1 should be construed as prohibiting a Non-Party from seeking additional
2 protections.

3 (b) In the event that a Party is required, by a valid discovery
4 request, to produce a Non-Party's confidential information in its possession, and
5 the Party is subject to an agreement with the Non-Party not to produce the Non-
6 Party's confidential information, then the Party shall:

7 (1) promptly notify in writing the Requesting Party and the
8 Non-Party that some or all of the information requested is subject to a
9 confidentiality agreement with a Non-Party;

10 (2) promptly provide the Non-Party with a copy of the
11 Stipulated Protective Order in this Action, the relevant discovery request(s), and a
12 reasonably specific description of the information requested; and

13 (3) make the information requested available for inspection
14 by the Non-Party, if requested.

15 (c) If the Non-Party fails to seek a protective order from this court
16 within 14 days of receiving the notice and accompanying information, the
17 Receiving Party may produce the Non-Party's confidential information responsive
18 to the discovery request. If the Non-Party timely seeks a protective order, the
19 Receiving Party shall not produce any information in its possession or control that
20 is subject to the confidentiality agreement with the Non-Party before a
21 determination by the court. Absent a court order to the contrary, the Non-Party
22 shall bear the burden and expense of seeking protection in this court of its
23 Protected Material.

24 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

25 If a Receiving Party learns that, by inadvertence or otherwise, it has
26 disclosed Protected Material to any person or in any circumstance not authorized
27 under this Stipulated Protective Order, the Receiving Party must immediately (a)
28 notify in writing the Designating Party of the unauthorized disclosures, (b) use its

1 best efforts to retrieve all unauthorized copies of the Protected Material, (c)
2 inform the person or persons to whom unauthorized disclosures were made of all
3 the terms of this Order, and (d) request such person or persons to execute the
4 “Acknowledgment and Agreement to Be Bound” that is attached hereto as Exhibit
5 A.

6 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
7 PROTECTED MATERIAL

8 When a Producing Party gives notice to Receiving Parties that certain
9 inadvertently produced material is subject to a claim of privilege or other
10 protection, the obligations of the Receiving Parties are those set forth in Federal
11 Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify
12 whatever procedure may be established in an e-discovery order that provides for
13 production without prior privilege review. Pursuant to Federal Rule of Evidence
14 502(d) and (e), insofar as the parties reach an agreement on the effect of
15 disclosure of a communication or information covered by the attorney-client
16 privilege or work product protection, the parties may incorporate their agreement
17 in the stipulated protective order submitted to the court.

18 12. MISCELLANEOUS

19 12.1 Right to Further Relief. Nothing in this Order abridges the right of
20 any person to seek its modification by the Court in the future.

21 12.2 Right to Assert Other Objections. By stipulating to the entry of this
22 Protective Order, no Party waives any right it otherwise would have to object to
23 disclosing or producing any information or item on any ground not addressed in
24 this Stipulated Protective Order. Similarly, no Party waives any right to object on
25 any ground to use in evidence of any of the material covered by this Protective
26 Order.

27 12.3 Filing Protected Material. A Party that seeks to file under seal any
28 Protected Material must comply with Local Civil Rule 79-5. Protected Material

1 may only be filed under seal pursuant to a court order authorizing the sealing of
2 the specific Protected Material at issue. If a Party's request to file Protected
3 Material under seal is denied by the court, then the Receiving Party may file the
4 information in the public record unless otherwise instructed by the court.

5 13. FINAL DISPOSITION

6 After the final disposition of this Action, as defined in paragraph 4, within
7 60 days of a written request by the Designating Party, each Receiving Party must
8 return all Protected Material to the Producing Party or destroy such material. As
9 used in this subdivision, "all Protected Material" includes all copies, abstracts,
10 compilations, summaries, and any other format reproducing or capturing any of
11 the Protected Material. Whether the Protected Material is returned or destroyed,
12 the Receiving Party must submit a written certification to the Producing Party
13 (and, if not the same person or entity, to the Designating Party) by the 60 day
14 deadline that (1) identifies (by category, where appropriate) all the Protected
15 Material that was returned or destroyed and (2) affirms that the Receiving Party
16 has not retained any copies, abstracts, compilations, summaries or any other
17 format reproducing or capturing any of the Protected Material. Notwithstanding
18 this provision, Counsel are entitled to retain an archival copy of all pleadings,
19 motion papers, trial, deposition, and hearing transcripts, legal memoranda,
20 correspondence, deposition and trial exhibits, expert reports, attorney work
21 product, and consultant and expert work product, even if such materials contain
22 Protected Material. Any such archival copies that contain or constitute Protected
23 Material remain subject to this Protective Order as set forth in Section 4
24 (DURATION).

14. VIOLATION

Any violation of this Order may be punished by appropriate measures including, without limitation, contempt proceedings and/or monetary sanctions.

IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD:

DATED: May 15, 2019

LURIE & SELTZER

/s/ Brent A. Kramer

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DATED: May 15, 2019

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/s/ Karen A. Rooney

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PURSUANT TO STIPULATION, IT IS SO ORDERED.

DATED: May 16, 2019

/s/ Autumn D. Spaeth

HONORABLE AUTUMN D. SPAETH
United States Magistrate Judge

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], residing at
_____ [address], declare under penalty of perjury
that I have read in its entirety and understand the Stipulated Protective Order that
was issued by the United States District Court for the Central District of
California on in the *Darren Williams v. IHS Market Ltd., et al.* Case No. 8:18-CV-
02064-JLS-ADS (C.D. Cal). I agree to comply with and to be bound by all the
terms of this Stipulated Protective Order and I understand and acknowledge that
failure to so comply could expose me to sanctions and punishment in the nature of
contempt. I solemnly promise that I will not disclose in any manner any
information or item that is subject to this Stipulated Protective Order to any
person or entity except in strict compliance with the provisions of this Order. I
further agree to submit to the jurisdiction of the United States District Court for
the Central District of California for enforcing the terms of this Stipulated
Protective Order, even if such enforcement proceedings occur after termination of
this action. I hereby appoint _____ [full name]
of _____
[full address and telephone] as my California agent for service of process in
connection with this action or any proceedings related to enforcement of this
Stipulated Protective Order.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____